

## **RESPONSE**

### **Remarks**

Claims 1-9, 11-13, 19, 21-24 and 34 are pending in the Application. Claims 1 and 34 are in independent format.

Applicant now responds to the Examiner's assertions. The Applicant traverses all the Examiner's assertions. The Applicant may respond to only certain assertions by the Examiner, but the Applicant intends to traverse all the Examiner's assertions.

### **In Person Interview on August 11, 2011**

The Applicant thanks the Examiner for his courtesy and insight during the in-person interview at the USPTO on August 11, 2011. The Applicant traverses all comments made by the Examiner and in the Interview Summary mailed August 23, 2011 that do not lead to a notice of allowance of all claims as included herein.

### **Claim Objections**

The Examiner asserts “Claim 2 is objected to under 37 CFR 1.75(c), as being of improper dependent form for failing to further limit the subject matter of a previous claim.”

### **Claim Objections Response**

The Applicant traverses all the Examiner’s assertions. The Applicant may respond to only certain assertions by the Examiner, but the Applicant intends to traverse **all** the Examiner’s assertions.

Claim 2 has been amended to an independent claim of proper format. Therefore, the objection must be immediately withdrawn.

### **Section 101 Rejection**

The Examiner asserts “Claim 2 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.”

### **Section 101 Response**

The Applicant traverses all the Examiner’s assertions. The Applicant may respond to only certain assertions by the Examiner, but the Applicant intends to traverse **all** the Examiner’s assertions.

Claim 2 has been amended to an independent claim and is clearly statutory subject matter. Therefore, the Section 101 rejection must be immediately withdrawn.

#### **First Section 112, 1<sup>st</sup> Paragraph Rejection**

The Examiner asserts “Claims 1-9,11-13,19,21-24,34, are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.”

#### **First Section 112, 1<sup>st</sup> Paragraph Response**

The Applicant traverses all the Examiner’s assertions. The Applicant may respond to only certain assertions by the Examiner, but the Applicant intends to traverse all the Examiner’s assertions.

The claims have been amended now clearly comply with the written description requirement. Therefore, the Section 112, 1<sup>st</sup> paragraph must be immediately withdrawn.

### **Second Section 112, 1<sup>st</sup> Paragraph Rejection**

The Examiner asserts, "Claims 1-9,11-13,19,21-24,34, are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention."

### **Second Section 112, 1<sup>st</sup> Paragraph Response**

Applicant now responds to the Examiner's assertions. The Applicant traverses all the Examiner's assertions. The Applicant may respond to only certain assertions by the Examiner, but the Applicant intends to traverse all the Examiner's assertions.

The Applicant has corrected the typing mistakes the claims. This claim are now definite and the Second Section 112, 1<sup>st</sup> paragraph rejection must be immediately withdrawn.

### **Comment for Examiner on Section 112, 1<sup>st</sup> Paragraph**

The Examiner made comments throughout the office action as to the Applicant's specification not being clear about whether the specification teaches an automated system. It does. The specification and the drawings clearly teach an

automated system. As an example, paragraph [0056] clearly and explicitly teaches “In one embodiment of the present invention, at Step 32 a user enters required information regarding a registered domain name that is accepted into the Purchase/Payment server 20. In one embodiment of the present invention, the Purchase/Payment server 20 accepts required information directly from the public domain name registrar 28.”

Paragraph [0058] clearly and explicitly teaches “In one embodiment of the present invention, Step 34 includes accepting a one-time permanent registration fee electronically over the Internet 18 on Purchase/Payment server 20. The fee is accepted electronically by accepting credit-card information, debit-card information, checking account information, electronic funds transfer information, or other types of electronic payment or e-commerce payment information.”

Paragraph [0059] clearly and explicitly teaches “In another embodiment of the present invention, the fee can be accepted by administrative or support personal via telephone by collecting appropriate credit or debit information from a user. In another embodiment of the present invention, the fee can be accepted via check, money order, etc. sent via the U.S. mail, express mail, etc. In embodiments where the one-time permanent registration fee is not accepted electronically, the permanent registration certificate described below is not issued until the fee payment has been verified (e.g., waiting for a check to clear, etc.).”

There are other numerous examples through the Applicant's specification in which the steps are described as being executed electronically (i.e., automatically by the permanent domain name system server, via the computer network (e.g., the Internet, etc.) etc.) in one embodiment and manually via user and his/her input in another.

Respectfully, the Examiner is urged to review the Applicant's specification again in detail.

Respectfully, for the Examiner to make any further comments that the Applicant's specification does not teach an automated system, including the invention as claimed, are incorrect, both technically and legally. Hopefully these comments are enough to convince the Examiner.

#### **Second Section 112, 2<sup>nd</sup> Paragraph Rejection**

The Examiner asserts "Claims 2,9,13,34, are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention."

### **Second Section 112, 2<sup>nd</sup> Paragraph Response**

Applicant now responds to the Examiner's assertions. The Applicant traverses all the Examiner's assertions. The Applicant may respond to only certain assertions by the Examiner, but the Applicant intends to traverse all the Examiner's assertions.

The Applicant has corrected the typing mistakes the claims. This claim are now definite and the Section 112, 2<sup>nd</sup> paragraph rejection must be immediately withdrawn.

### **First Section 103 Rejection**

The Examiner asserts "Claims 1-9,11-13,34, are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellman (20020065903) in view of the Tonic 100 year domain name registration service "Register your domain name for 100 years; [www.tonic.to](http://www.tonic.to) becomes the first domain registry to offer multi year registrations" (9/23/1999), hereafter referred to as "Tonic", and "Tonga to offer 100 year domain name registrations, 9/22/1999, hereafter referred to as Tonga".

### **First Section 103 Response**

The Applicant traverses this rejection and its associated assertions. The Applicant may respond only to specific assertions by the Examiner but intends to traverse all rejections and assertions made by the Examiner.

The Examiner is reminded that the U.S. Supreme Court in *KSR International Co. v. Teleflex Inc. (KSR)*, 550 U.S.\_\_\_\_, 82 USPQ2d 1385, 1395-97 (2007) stated rejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.

**INDEPENDENT CLAIMS 1 and 34:**

The Applicant submits the Examiner clearly has not supported a legal conclusion of obviousness under the holding of *KSR International Co.* The Applicant responds as follows. Independent claim 34 has similar elements to that of independent Claim 1.

**1. The Claimed Invention was unpredictable, includes unexpected results and was not obvious to try.**

The claimed invention was unpredictable and includes unexpected results that could not be expected nor predicted from the cited prior art, either alone or in combination. The cited prior art does not teach, suggest, or even mention, the claim limitations, including but not limited to:

*using an existing domain name registration that was previously registered at a public domain name registrar; [0054]*

*paying renewals fees electronically from the permanent domain name system server on the public domain name registrar via the computer network for the list of generated domain name registrations using the transferred renewal fees, wherein payment of renewal fees includes advance payment of a pre-determined number renewal fees at a current*

*renewal fee or payment of renewal fees at a fixed renewal fee provided under a contract or legal agreement with the public domain name registrar to ensure enough funds remain in the financial instrument to pay future renewal fees; [0062]*

*(g) creating an additional contract layer associated with the electronic permanent registration certificate on the permanent domain name system server with one or more additional rights included the additional contract layer comprising: issuing a domain name registration title, issuing an insurance policy, issuing a plurality of ownership shares, issuing leases or sub-leases or issuing co-ownership certificates for the issued electronic permanent registration certificate with the additional contract layer, [0045]-[0052], [0015], [0120]-[0122]*

*wherein the domain name registration title covers financial losses associated with not properly renewing a domain name registration, [0046]*

*wherein the insurance policy allows trustees or beneficiaries to be named to ensure that wishes of a holder of the issued electronic permanent registration certificate are honored upon disability or death, [0047]*

*wherein the plurality of ownership shares provide equity sharing for a plurality of owners for the issued electronic permanent registration certificate, [0048]*

*wherein the leases or sub-leases provide renewal rights and right of first refusal for a limited time duration for the issued electronic permanent registration certificate, and [0050]*

*wherein the co-ownership certificates provide co-ownership of one domain name registration associated with the issued electronic permanent registration certificate; [0051], [0115] – [0122]*

*(h) adding one or more additional rights to the additional contract layer associated with the issued electronic permanent registration certificate; and [0045], [0052]*

*(n) providing enforcement and resolution of disputes of any of the additional rights added to the additional contract layer associated with the issued electronic*

*permanent registration certificate that with a neutral third-party.* [0052], [0121]-[0122]

**The Applicant has provided paragraph numbers from the published application 2002/0010795 that, include, but are not limited to, that support the claim elements.**

The Applicant's invention is unexpected and could not be predicted from the combination of cited prior art. None of the cited prior art provided a domain name renewal system that is not associated with a domain name registration system. No of the cited prior art provide a domain name renewal system in which an additional contract layers with one or more additional rights. The additional rights are enforced by a neutral third party if any disputes arise. None the cited prior art provides a domain name registration renewal system with the specific additional rights as claimed by the applicant.

None of the cited prior art in combination, could not be used to predict the claimed invention with its unexpected results. The claimed invention was not obvious to try. Therefore it is clearly not obvious under *KSR*.

## **2. Not All Claim Limitations Were Considered by the Examiner**

The claimed invention, includes claim limitations not taught or suggested or even mentioned, by the prior art including those illustrated in Section 1 above.

The Examiner is reminded that to establish a case of *prima facie* obviousness of a claimed invention, all of the claim limitations must be taught or suggested by the

prior art. The Examiner has not considered all the claim elements. *In re Royka* 400 F.2d 981 (CCPA 1974). Further, the Examiner is reminded that all words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385 (CCPA 1970).

The Examiner has not considered all words in the claims drafted by the Applicant. The Examiner has admitted that Fellman does not teach or suggest; (1) that the domain name registration is for a domain name registration renewal and that the renewal registration is permanent in the sense that the registration will go on forever; (2) that the domain name registration is for a domain name registration renewal; (3) that the renewal registration is permanent in the sense that the registration will go on forever; (4) that an "insurance policy" or a "title" is issued with the permanent registration certificate, where the insurance policy or title covers losses associated with not properly renewing a domain name registration (5) that the issuing of shares (ownership certificates) as claimed, where the shares allow ownership interest to be sold; and (6) that disclosed is the issuing of a lease or a sublease.

The cited prior art does not teach these features inherently either.

The Examiner is reminded that "The inherent teaching of a prior art reference, is a question of fact." *In re Napier*, 55 F.3d 610, 613, 34 USPQ2d 1782, 1784 (Fed. Cir. 1995)" and that "In relying upon the theory of inherency, the Examiner must provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic necessarily flows from the teachings of the applied

prior art.” *Ex parte Levy*, 17 USPQ2d 1461, 1464 (Bd. Pat. App. & Inter.1990)” and that

The Examiner is also reminded that “When a reference is silent about the asserted inherent characteristic, such gap in the reference may be filled with recourse to extrinsic evidence. Such evidence must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill.” *Continental Can Co. USA v. Monsanto Co.*, 948 F.2d 1264, 1268, 20 USPQ2d 1746, 1749 (Fed. Cir. 1991).

No one skilled in any art would equate a generic domain name registration with an electronic permanent registration certificate with the associated additional contract layer with additional rights and resolving any disputes over the additional rights via a neutral third party as claimed by the Applicant. If the Examiner, feels differently he is requested to provide extrinsic evidence with a basis of fact and technical reasoning immediately to the Applicant. The Examiner clearly has not do so in this matter.

The Examiner has clearly not complied with meeting the burden to describe any inherent feature at all and has clearly violated the holdings of *In re Napier*, *Ex parte Levy*, and *Continental Can Co.*

The combination of the prior art references clearly do not teach or suggest all of the claim limitations. Therefore, the combination of the references is not obvious under the holdings of *In re Royka* and *In re Wilson* either.

### **3. There is no Suggestion or Motivation to Modify the References**

The Examiner is reminded that the mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art. *KSR International Co.* 1396.

The Examiner is also reminded that a statement that modifications of the prior art to meet the claimed invention is not sufficient to establish a *prima facie* case of obviousness without some objective reason to combine the teachings of the references. *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter. 1993).

The Examiner is also reminded that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so. This is a guard against using hindsight in an obviousness analysis. *In re Kahn*, 441 F.3d 977, 986, 78 USPQ2d 1329, 1335 (Fed. Cir. 2006).

The Examiner is also reminded if the proposed modification or combination of the prior art would change the principal operation of the prior art invention being modified, then the teachings of the references are not sufficient to render the claims *prima facie* obvious. *In re Ratti* 270 F.2d 810 (CPPA 1959).

As was described above, the Applicant's invention is clearly not predictable and provides unexpected results. Therefore, the fact that the Examiner can, in his mind only, combine the four cited references is irrelevant. Therefore the Applicant's claimed invention is clearly not obvious under the holding of *KSR*.

There is no objective reason at all to combine the teachings of the references. Each of the references teaches a very specific invention and there combination clearly does not teach suggest, or contemplate the Applicant's claimed invention because nowhere in the combination of the prior art teach, suggest or even mention the claim limitations of a domain name registration renewal system including issuing an electronic permanent registration certificate with the associated additional contract layer with additional rights for a domain name registration previously registered by a domain name registrar and resolving any disputes over the additional rights via a neutral third party as claimed by the Applicant. Therefore the claimed invention is not obvious under the holding of *Ex parte Levengood*.

There is no teaching, suggestion, or motivation to combine prior art to obtain the Applicant's claimed invention. This is a guard against using hindsight in an obviousness analysis as the Examiner is clearly doing. The Examiner is reminded that the Applicant's application was filed in 2001. There is still no working system, other than the Applicant's, available anywhere in the world, that the Applicant know about, that provides a domain name registration renewal system including issuing an electronic permanent registration certificate with the associated additional contract layer with additional rights for a domain name registration previously registered by a domain name registrar and resolving any disputes over the additional rights via a neutral third party as claimed by the

Applicant. Thus, the Examiner's assertions clearly violate the holding of *In re Kahn*.

The proposed combination changes the principle operations of Fellman, namely, forcing Fellman to register on domain names with the ".to" suffix as is required by Tonga and forcing Fellman to accept long term renewals for a large fixed fee as is required by Tonga and Tonic.

The proposed combination changes the principle operations of Tonga, namely, forcing Tonga to consider long term renewal of domain names with other than the ".to" suffix.

The proposed combination, changes the principal operation of Tonic, forcing Tonga to consider long term renewal of domain names with other than the ".to" suffix.

Therefore, the claimed invention is not obvious under the holding of *In re Ratti* either.

Even if these references could be combined into some sort of working system, the combination of the references still do not teach or suggest all of the claimed limitations of the claimed invention. Therefore, the combination of the cited prior art still does not render the claimed invention obvious.

**4. There Is No Reasonable Expectation of Success for Combining the References.**

The Examiner is reminded that evidence supporting no reasonable expectation of success of combining two or more references supports a conclusion of nonobviousness. *In re Reinhart*, 531 F.2d 1048 (CCPA 1976).

All of the cited references have significantly different interfaces and underlying architectures. There would be no reasonable expectation of success of combining the references into at all. By the Examiner's own admissions, some of the claim elements are not explicitly taught and some are only allegedly inherently taught. The alleged inherent elements, since they are not even explicitly defined, could not provide a reasonable expectation of success for a combination.

Even if these references could be combined technically, and they clearly cannot because Tonga/Tonic requires a domain name suffix of only “.to” and cannot use domain names with other suffixes (e.g., .com, .net, .edu, etc.) the combination of the references still do not teach or suggest all of the claimed limitations of the claimed invention that provides a domain name registration renewal system including issuing an electronic permanent registration certificate with the associated additional contract layer with additional rights for a domain name registration previously registered by a domain name registrar and resolving any disputes over the additional rights via a neutral third party as claimed by the Applicant.

Therefore, the claimed invention is not obvious based on the holdings of *In re Reinhart*.

**5. The Combination of the Prior Art Teaches away from the Claimed Invention.**

The Examiner is reminded that a *prima facie* case of obviousness may also be rebutted by showing that the art, **in any material respect**, teaches away from the claimed invention. *In re Geisler*, 116 F.3d 1465, 1471, 43 USPQ2d 1362, 1366 (Fed. Cir. 1997).

All the references in the combination of cited prior art require a domain name registration system with a domain name registrar and require actually registering a domain name. In stark contrast, the claimed invention provide a domain name renewal system that uses an existing domain name previously registered via a domain name registrar.

Fellman teaches at paragraph [0013] “After selecting one or more domain names for registration and confirming the domain names selected, the user can submit a request for domain name registration that includes all available domain names selected from the Availability Results Table. After **the query server registers the domain names selected**, the user is presented with a Registry Response Table indicating which domain names were successfully registered. In another embodiment, the Registry Response Table also indicates the expiration date for each new domain name.”

Fellman teaches away from the claimed invention in a material respect because the claim invention does not require registration of any domain names and uses domain names previously registered by a domain name registrar.

Tonga teaches “Tonga is pushing a new gimmick to popularize its .to domain.” The Tonga system requires a user buy and use only a domain with a “.to” suffix. The Tonga system does not allow other domain names previously registered (e.g., .com, .net, .edu) to be used with its system (Page 1). Tonga also teaches using domains with the “.to” suffix to renew with a flat fee of \$2500 for 100 years at a fixed fee of \$25/year.

Tonga teaches away from the claimed invention in two material respects as on domains names with “.to” suffix can be used. The claimed invention allows renewal of any domain name with any suffix. Tonga teaches all from the claimed invention as large fixed fee must be paid (e.g., \$2500) and a yearly fixed fee is subtracted (e.g., \$25) each year to renew the domain name.

Tonic teaches away from the claimed invention as it also requires a large fixed fee for domain name renewals (e.g., \$750 for 25 years) and the year fixed fee (\$30) is also subtracted each year to renew the domain name.

**Even if someone made a \$1M dollar payment, which no one would, the combination of the prior art still does not teach or suggest the claimed invention.**

None of the cited prior art in combination teaches an additional contract layer with additional rights is added to a domain name registrations with any disputes of the additional rights resolved by a neutral third party.

Therefore, the Examiner had been able to assert a *prima facie* case of obviousness, which the Examiner clearly has not, it has been rebutted. Therefore, the claimed invention is not obvious under the holding of *In re Geisler* either.

#### **6. Conclusion for Independent Claims 1 and 34:**

Thus, the claimed invention is not predictable and includes unexpected results not expected or predicted from the prior art to satisfy the non-obviousness requirements under the holding of *KSR International Co.* and all the other case cited above.

Therefore the Applicant requests the Examiner withdraw the Section 103 rejection and immediately pass all the rejected claims to allowance.

#### **7. Dependent Claims:**

The arguments for the independent claims discussed above are incorporated by reference.

The Applicant accepts the Examiner's admissions that: (1) For Claim 9, "not disclosed is that the registration certificate is in a format other than electronic;" and (2) for Claim 13, "not disclosed is that the payment is made by other than the Internet."

All of the independent claims are non-obvious over the cited prior art. All of the dependent claims add additional features not present in the independent claims. The

Examiner is reminded that if an independent claim is non-obvious under 35 U.S.C. 103, then any claim depending there from is non-obvious *In re Fine* 837 F.2d 1071 (Fed. Cir. 1988).

Therefore the Applicant requests the Examiner withdraw the Section 103 rejection and immediately pass all the rejected claims to allowance.

### **Examiner Taking Official Notice**

The Examiner asserts "Financial instruments in the form of interest earning savings and checking accounts, as well as certificate of deposit accounts are very well known in the art and the Examiner takes official notice of this fact" with respect to Claims 11 and 22.

To adequately traverse such a finding of Official Notice, an Applicant must specifically point out the supposed errors in the Examiner's action, which would include stating why the noticed fact is not considered to be common knowledge or well-known in the art. When the Applicant traverses a finding of Official Notice, the Examiner must then provide documentary evidence in the next Office action if the rejection is to be maintained. See 37 CFR 1.104(c)(2). See also *Zurko*, 258 F.3d at 1386, 59 USPQ2d at 1697 which held "[T]he Board [or examiner] must point to some concrete evidence in the record in support of these findings" to satisfy the substantial evidence test). If the examiner is relying on personal knowledge to support the finding of what is known in the art, the examiner must provide an affidavit or declaration setting forth

*specific factual statements and explanation to support the finding.*” See 37 CFR 1.104(d)(2).

Respectfully, there are several errors with the Examiner’s assertion of Official Notice: (1) The standard of review applied to findings of fact including taking Official Notice is the “substantial evidence” standard under the Administrative Procedure Act (APA). See *In re Gartside*, 203 F.3d 1305, 1315, 53 USPQ2d 1769, 1775 (Fed. Cir. 2000). The Examiner has provided no documentary evidence at all, so the substantial evidence burden has not been met by the Examiner which is required under the APA and the holding of *In re Gartside*; (2) Office Notice should only be taken by the Examiner where the facts asserted to be well-known, or to be common knowledge in the art are capable of *instant and unquestionable demonstration* as being well-known. As is clearly noted by the court in *In re Ahlert*, 424F.2d 1088, 1091, 165 USPQ 418, 420 (CCPA 1970), any Official Notice taken by the Examiner *must be “capable of such instant and unquestionable demonstration as to defy dispute.”* The Examiner is in violation of the holding of *In re Ahlert* because the Examiner has **admitted** that the prior art references do not teach or suggest the claim elements recited in Claims 11 and 22. If the claim elements of Claim 11 and 22 were that well known in the art, all of the cited prior art should make explicit and immediate references to the claim elements. (3) Claims 11 and 22 are a dependent claims, depending on independent Claim 1. Claims 11 and 22 add additional features to independent Claim 1 and not present in Claim 1. The Applicant has clearly explained above why Claim 1 is not obvious. The Examiner is

reminded that if an independent claim is non-obvious under 35 U.S.C. 103, then any claim depending there from is non-obvious *In re Fine* 837 F.2d 1071 (Fed. Cir. 1988); and (4) the claim elements of Claims 11 and 22 have not be used in associated with a domain name registration renewal system including issuing an electronic permanent registration certificate with the associated additional contract layer with additional rights for a domain name registration previously registered by a domain name registrar that can be used to accept content for a web-site and for which domain name renewal fees and hosting fees are paid from a portion of a fee accept and resolving any disputes over the additional rights via a neutral third party as claimed by the Applicant as is recited by the claimed invention.

Respectfully, since the Applicant has successfully traversed the Examiner taking Official Notice by pointing out at least four errors associated with the Examiner taking Official Notice, the Examiner is now required to provide documentary evidence in the next Office action if the Official Notice rejection is to be maintained under 37 CFR 1.104(c)(2) and the holding of *In re Zurko*.

**8: CONCLUSION for the FIRST 103 Rejection:**

None of the cited prior art in combination could not be used to predict the claimed invention with its new, novel non-obvious and unexpected results. The claimed invention was not obvious to try. Therefore claim invention is clearly not obvious under *KSR* and the First Section 103 Rejection must be immediately withdrawn and all rejected claims immediately passed to allowance.

### **Second 103 Rejection**

The Examiner asserts "Claims 19,21-24, are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellman (20020065903) in view of the Tonic 100 year domain name registration service "Register your domain name for 100 years; [www.tonic.to](http://www.tonic.to) becomes the first domain registry to offer multi year registrations" (9/23/1999), hereafter referred to as "Tonic", and "Tonga to offer 100 year domain name registrations, 9/22/1999, hereafter referred to as Tonga" and further in view of "Lasting respects Internet sites, memorialize the departed" (1 0/1 6/1 999).

### **Second 103 Rejection Response**

The Applicant traverses this rejection and its associated assertions. The Applicant may respond only to specific assertions by the Examiner but intends to traverse all rejections and assertions made by the Examiner.

All of the arguments made for the First 103 Rejection Response above are incorporated by reference. The Application has clearly indicated why the independent claims are not obvious.

he Applicant accepts the Examiner's admissions that: (1) "For claim 19, not disclosed is the step of accepting website content, accepting a one time fee for permanent web site hosting, and determining and paying all future fees associated with the domain name registration and the web site hosting service;" and (2) For claims 23,24, not disclosed is the use of multiple domain name system servers where the web site hosting is on a host other than the domain name server."

The cited prior art does not teach or suggest or even mention a domain name registration renewal system including issuing an electronic permanent registration certificate with the associated additional contract layer with additional rights for a domain name registration previously registered by a domain name registrar that can be used to accept content for a web-site and for which domain name renewal fees and hosting fees are paid from a portion of a fee accept and resolving any disputes over the additional rights via a neutral third party as claimed by the Applicant.

All of the independent claims are clearly non-obvious over the cited prior art as was explained above. Claims 19, 21-24 are dependent claims that add additional features not present in the independent claims. The Examiner is reminded that if an independent claim is non-obvious under 35 U.S.C. 103, then any claim depending there from is non-obvious *In re Fine* 837 F.2d 1071 (Fed. Cir. 1988).

**CONCLUSION for the Second 103 Rejection:**

None of the cited prior art in combination could not be used to predict the claimed invention with its new, novel non-obvious and unexpected results. The claimed invention was not obvious to try. Therefore claim invention is clearly not obvious under *KSR* and the Second Section 103 Rejection must be immediately withdrawn must be immediately withdrawn and all rejected claims immediately passed to allowance.

**Response to Arguments Section**

The Examiner asserts "Applicant's arguments filed 8/23/10 have been fully considered but they are not persuasive.

**Response to Arguments Section Rejection**

The Applicant traverses all the assertions in these paragraphs. The Applicant may respond only to specific assertions by the Examiner but intends to traverse all rejections and assertions made by the Examiner.

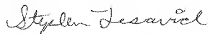
### CONCLUSION

None prior art made of record in the Office Action but not relied upon by the Examiner is no more pertinent to Applicant's invention than the cited references for the reasons given above. The Applicant therefore submits that all of the claims in their present form are immediately allowable and requests the Examiner withdraw all of the rejections of all the claims and pass all of the pending claims into allowance.

Respectfully submitted,

**Lesavich High-Tech Law Group, P.C.**

Date: **September 13, 2011**



---

Stephen Lesavich, PhD  
Registration No. 43,749